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9-25-1939

## Akron District Automobile Dealers Association and Mechanics Union of the International Association of Machinists, Local 762 (1939)

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## **Akron District Automobile Dealers Association and Mechanics Union of the International Association of Machinists, Local 762 (1939)**

### **Location**

Akron, OH

### **Effective Date**

9-25-1939

### **Expiration Date**

8-30-1940

### **Employer**

Akron District Automobile Dealers Association

### **Union**

International Association of Machinists

### **Union Local**

762

### **NAICS**

44

### **Sector**

Private

### **Item ID**

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### **Keywords**

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### **Comments**

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To Be Returned  
To Conciliation

Machinists #762  
Akron, O.  
8-30-40

# AGREEMENT

This Agreement is made and entered into this 25th day of September 1939, by and between the Akron District Automobile Dealers Association and the Auto Mechanics Local Union No. 762 of the International Association of Machinists.

## Definitions:

Hereinafter the "Association" will be understood to mean the Akron District Automobile Dealer's Association which shall represent its members, only.

The "Employer" will be understood to mean the individual, partnership or firm engaged in the business of repairing, rebuilding or reconditioning automobiles, and employing mechanics for that purpose.

The "Union" will be understood to mean the Auto Mechanics Local Union No. 762 of the International Association of Machinists.

The "Employee", "Mechanics", "Helper", etc., will be understood to mean only those who are members of Auto Mechanic's Local Union No. 762.

It is agreed that during the life of this contract no other agreement whose terms are different from those of this contract shall be entered into between any members of the Association and of Local No. 762.

ARTICLE 1—The Association, the Employer, the Union and the Employees agree to cooperate fully in the establishment of co-operation and true collective bargaining. The Association and the Union agree to exert every possible effort upon members of their respective organizations to maintain a careful observance of all terms of this contract.

ARTICLE 2—The schedule of hours shall consist of not more than eight (8) hours per day and forty-four (44) hours per week. If service business warrants, one-third (1-3) of the members of Local 762 shall be allowed to work Saturday afternoons. Those working Saturday afternoon shall take an afternoon off on any working day of the same week as may be arranged with the Employer.

ARTICLE 3—Work performed in excess of eight (8) hours per day and forty-four (44) hours per week shall be compensated for at the rate of time and one-half (1½) regular hourly rate. Work performed on Sunday, Armistice Day, if it is generally observed as a holiday, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, shall be paid for at the rate of double time and when one of these holidays fall on Sunday, the day of holiday observed by State or Nation shall be considered a holiday by this Agreement.

ARTICLE 4—Service work shall not start before eight (8:00) A. M. nor continue after six (6:00) P. M., except Saturday when closing time shall be 5 o'clock P. M.

ARTICLE 5—A regular lunch period, not to exceed one hour shall be allowed, but any member shall have option of a shorter period if agreeable to the employer.

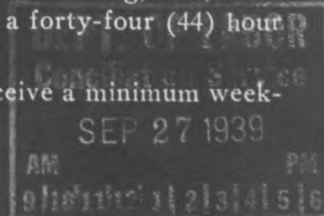
ARTICLE 6—The mechanic shall receive a minimum of forty (40) per cent of the labor charged-out to customers. No additional mechanics shall be added to the forces unless all mechanics are earning an average of \$30.00 a week for a full week. The parties agree that on December 31, 1939, the question of wages shall be reopened for negotiations after ten (10) days prior written notice has been served by the party so desiring to reopen this article.

ARTICLE 7—All used Cars and company-owned cars shall be classed the same as customer's cars in the payment of wages to mechanics.

ARTICLE 8—Lubrication Men shall receive forty (40%) per cent of the customer charge-out on all lubrication work and forty (40%) per cent of the labor charge-out on all other work performed with a weekly guarantee of \$20.00 for a forty-four (44) hour week. Nothing in this agreement shall be construed as preventing a lubrication man from doing other than lubrication work when he is not occupied in lubrication.

ARTICLE 9—Helpers who are employed in the paint department, sanding, rubbing out, cleaning, etc., shall receive a minimum rate of fifty cents (50c) per hour with a weekly guarantee of \$20.00 for a forty-four (44) hour week.

ARTICLE 10—Motorcycle men used for picking up parts and delivering cars shall receive a minimum weekly guarantee of \$18.00 and shall be on a forty-four (44) hour per week basis.



ARTICLE 11—It is understood that all guarantees set up in Articles 8, 9, and 10 are based on a forty-four (44) hour week and shall be proportionately reduced when the shop is on a reduced schedule of hours of work.

ARTICLE 12—All body and fender, painter and trimmer mechanics shall receive wage rates as other mechanics with the same weekly wage guarantees and may be permitted to assist in the estimation of cost of repairs on all jobs coming under their respective classes of work.

ARTICLE 13—All employees covered by this agreement that have been in the employment of the company for one year or more shall receive one week's vacation with pay. The amount shall be based on two (2%) per cent of the previous 12 months earnings. Vacations will be granted at times most desirable to the employee with due regard being paid to seniority and to the condition of work in the service department. Vacations must be granted and taken before July 1st, 1940.

ARTICLE 14—It is hereby agreed that there shall be no reduction in the present rate of pay of any employee as a result of the establishment of any minimum provided for in this agreement.

ARTICLE 15—The Factory Flat Rate Manual for each make of car, or such other arrangement as is agreeable to the Employer and the members of the Union shall be used. When work is performed which is not covered by the factory manual a minimum of 80c an hour shall be paid the mechanics performing such work.

ARTICLE 16—No mechanics will be required to do any work on any job before a work order or job card has been issued covering all work to be performed. No work shall be done on any job other than that called for on the work order.

ARTICLE 17—No member of Auto Mechanic's Local No. 762 shall be discriminated against because of his service in performing the functions of a shop steward or committeeman or because of membership in the International Association of Machinists.

ARTICLE 18—No member of Auto Mechanics Local No. 762 shall be required to attend in excess of one service meeting per month outside the regular working hours provided for in this Agreement, and all service meetings shall be held on Tuesdays, Thursdays or Fridays.

ARTICLE 19—When members of Auto Mechanics Local No. 762 are required to attend service clinics out of Summit County during working hours, they shall be paid the regular rate of pay and expenses.

ARTICLE 20—Should earnings of mechanics fall below \$30.00 a week for two successive weeks after forces have been increased above those of July 1, 1939, forces shall be reduced if necessary to the size of the force July 1, 1939, and in any event until all mechanics are earning an average of more than \$30.00 a week.

ARTICLE 21—It is understood that in the event there is a further shortage of work, schedule of hours shall be reduced first if necessary, to thirty (30) hours per week. If thereafter there is need for further reduction of time the force shall be reduced but seniority shall prevail. Seniority shall likewise prevail in restoration of forces. Those furloughed during a force reduction shall be restored to former schedule. No additional help shall be employed during the period when either a forced reduction of employees or a reduced schedule of hours are in effect. Any furloughed member who fails to report for duty within 48 hours, Sundays and holidays excepted, of the time notice of return is received at headquarters of Local No. 762 shall lose his seniority and his place may be filled by another at the Employer's discretion.

ARTICLE 22—Should any member of the Union be discharged unjustly, as shown by weight of evidence produced he shall be reinstated to his former position with rights unimpaired and shall be paid at his regular rate for all time lost as a consequence of such unjust charge. No member, however shall be entitled to or receive this consideration unless the matter is brought in writing to the attention of the Employer within forty-eight (48) hours after such discharge occurs, with Sundays and holidays excepted.

ARTICLE 23—Nothing in this agreement shall be construed as preventing the employer from discharging any member of Local No. 762 for just cause.

ARTICLE 24—It is agreed that should any charge of violation of this agreement or charge of discrimination arise between the parties thereto, they shall attempt to amicably settle such controversy.

ARTICLE 25—In the event such controversy cannot be settled within one week it may be submitted to arbitration, said board to consist of five men, two from the employer and two from the Auto Mechanics Local No. 762, and these four shall select a fifth member and the board's decision shall be final and binding. This board shall meet within one week after complaint is filed with them.



ARTICLE 26—There shall be no strike or stoppage of work or lockout during the negotiations for the settlement of any grievances or disagreements that may arise during the term of this agreement. However this article shall not apply when articles 6-7-8-10-13-15 and 29 are being violated, at which time the violation of the above mentioned articles shall constitute a grievance. And such action as the Union may take shall not constitute a violation of Article 25.

ARTICLE 27—No employees shall solicit, contract for, or do any work such as is done in the Employer's place of business—other than in the employer's place of business. Any employee violating this article shall be discharged immediately.

ARTICLE 28—When in need of additional help in the shop the employer agrees to call Local No. 762 and to interview members of the Union if available before filling a vacancy. Should a man be hired, the Union not having been notified, such man shall be immediately suspended pending final settlement of the grievance.

ARTICLE 29—Members of Local No. 762 shall be paid weekly in cash, in full and not later than noon on Saturday, unless some other arrangement is now in effect.

ARTICLE 30—Coveralls shall be furnished by the Employer, one-half ( $\frac{1}{2}$ ) the laundry cost to be paid for by members of Local No. 762, but not to exceed three (3) laundries per week.

ARTICLE 31—This agreement shall be in full force and effect until August 30, 1940, and thereafter, from year to year, unless written notice of a contrary intention is given by either party at least thirty (30) days prior to August 30, of any year. Upon such notice the representatives of Local No. 762 and of the Association shall begin negotiations immediately and this agreement shall remain in full force and effect until September 30, when negotiations shall have been completed.

Signed in behalf of the Employer: Akron District  
Automobile Dealer's Association, Inc.

By *W. L. Taylor* Pres.  
By *Nancy Burnett* Sec'y.

Signed in behalf of the Union: Auto Mechanic's Local No. 762 International Association of Machinists:

By *H. E. Jackson* Pres.  
By *J. C. Ellis* Bus. Rep.